1914), 170 S. W. 98, noted above. Both cases are well supported by precedent, but it would seem that the decision in the principal case is the more logical and just, for the reasons above given. Other cases reach the same result by holding that a court of equity should not coerce the wife directly or indirectly, or make a decree which will compel her to surrender her free and untrammeled volition; or that the vendee, knowing that the vendor had a wife, took chances of her not signing the deed.

SURRENDER—INTENT AS THE BASIS FOR SURRENDERS BY OPERATION OF LAW.—K, a tenant of lands under a term for years, assigned his lease to "the M. Building Company" with his lessor's consent. After the Building Company had improved the property its corporate existence was successfully attacked on the ground that there was no law in Illinois under which it could organize for its avowed purposes. Beneficiaries under a trust of the reversion claimed a merger of the term in their reversion through a surrender by operation of law. *Held,* the assignment being void for want of an assignee, the term still remained in the original tenant although an equitable interest passed to those associated in the company. *Johnson* v. *Northern Trust Co.,* (Ill. 1914) 106 N. E. 814.

"Where a lessee for years accepts a new lease from his lessor, he is estopped from saying that his lessor had no power to make the new lease, and, as the lessor could not grant the new lease until the prior one had been surrendered, the acceptance of such new lease is, of itself, a surrender of the former one. Such surrender is the act of the law, and takes place independently of, and even in spite of, the intention of the parties." TAYLOR, LANDLORD AND TENANT, § 507. That author states as the general rule the doctrine of *Lyon* v. *Reed,* 13 L. J. Exch. 377, 8 Jur. 762, to the effect that the law will imply a surrender when the parties to a lease do some act inconsistent with the subsisting relation of landlord and tenant. So also 24 CYC. 1367. What was a satisfactory basis for Baron PARKE in *Lyon* v. *Reed,* supra, i. e., that a surrender operates by way of estoppel, has also proved satisfactory to a number of courts. *Welcome* v. *Hess,* 90 Cal. 507, 27 Pac. 369, 25 Am. St. Rep. 145; *Stern* v. *Thayer,* 56 Minn. 93, 57 N. W. 329; *Gault* v. *Sheppard,* 14 Ont. App. 203; *White* v. *Berry,* 24 R. I. 74, 52 Atl. 682; *Knight* v. *Williams,* [1901] 1 Ch. 256. But these courts were not confronted with the injustice which would ensue should the second lease fail to accomplish its purpose, should fail to pass the interest contemplated. Where this second situation is presented the courts have necessarily adopted a different attitude. As the presumption of a surrender arises from the acts of the parties, which are supposed to indicate an intention to that effect, it must follow, that where no such intention can be presumed without doing violence to common sense, the presumption cannot be supported. *Thomas* v. *Zumbalen,* 43 Mo. 471; *Smith* v. *Kerr,* 108 N. Y. 31, 15 N. E. 70, 2 Am. St. Rep. 362; *Coe* v. *Hobby,* 72 N. Y. 141, 28 Am. St. Rep. 120; *James* v. *Rushmore,* 67 N. J. L. 157, 50 Atl. 587; *Meeker* v. *Spalsbury,* 66 N. J. L. 60, 48 Atl. 1026; *Zick* v. *London Tramways,* [1908] 2 K. B. 12; *Schieffelin* v. *Carpenter,* 15 Wend. 400. For consideration in this connection an assignment with acceptance by the land-

lord of the assignee as tenant, as in the principal case, stands on the same footing as a new lease. In both cases something is done inconsistent with the previous relation of landlord and tenant. But a presumption that is natural where the second lease or assignment is valid becomes strained and unnatural when it is invalid. It is unreasonable to presume that the parties can intend the acceptance of a void lease to work a surrender of a former valid lease. On the whole the doctrine of the principal case seems to put surrenders by operation of law on a more logical and satisfying basis.

TELEGRAPHS AND TELEPHONES—LIABILITY FOR DISCLOSURE OF MESSAGE—IMMORALITY OF PLAINTIFF.—Plaintiff was the sendee of two telegrams as follows: (1) "Call me up at once at 9196, (signed) Alice"; (2) "Please come home, I am sick, (signed) Alice." The servants of defendant company disclosed the contents of said messages to various people about plaintiff's home town; these people upon further investigation, learned that Alice was a prostitute and that plaintiff had been her paramour. The result was that plaintiff was much humiliated by being dubbed "Alice," and he was finally forced by reason of the unpleasantness of his situation to resign a lucrative position and take employment at a smaller salary away from his former residence. For the damages suffered suit was brought. *Held,* the company not liable for the reason that plaintiff's immorality must necessarily appear in making out his case. *Western Union Telegraph Co.* v. *McLaurin,* (Miss. 1914), 66 So. 739.

It is agreed that telegraph companies must treat messages entrusted to them for transmission as confidential. *Matter of Renville,* 61 N. Y. Supp. 549, 46 App. Div. 37; *Hellams* v. *Western Union Tel. Co.,* 70 S. C. 83, 49 S. E. 12; *Cocke* v. *Western Union Tel. Co.,* 84 Miss. 380, 36 So. 392; *Barnes* v. *Western Union Tel. Co.,* 120 Fed. 550; *Barnes* v. *Tel.-Cable Co.,* 156 N. C. 150, 154, 72 S. E. 78. And for violation of such duty the telegraph company must respond for the damages suffered. This doctrine the court in the principal case admits, as it also seems to admit that plaintiff had suffered pecuniarily as well as mentally by reason of the humiliation. Relying, however, upon COOLEY, TORTS (volume 1, marginal page 172), the court because of plaintiff's immorality refused to allow a recovery. Judge COOLEY in the connection to which reference was made was discussing joint wrongs where the parties were engaged in a common enterprise in which it is held that if one "by his pleadings in any court of justice, avows that he has been engaged with others in an unlawful action, or has concerted with them in an unlawful enterprise, and that in arranging for or carrying it out he has been unfairly treated by his associates, or has suffered an injustice which they should redress, will be met by the refusal of the court to look any further than his complaint, which it will at once order dismissed." It is submitted that extending that well settled principle to cover such a situation as was presented in the principal case is entirely unwarranted. Unquestionably the plaintiff's cause of action against the telegraph company could have been made out without disclosing the slightest immorality to say nothing of unlawful conduct. In *Curtis* v. *Murphy,* 63 Wis. 4, 22 N. W. 825, it was held